



LISA M. GARRETT
DIRECTOR OF PERSONNEL

COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

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January 08, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 January 8, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF CONTRACT FOR ADMINISTRATIVE SERVICES FOR UNEMPLOYMENT INSURANCE CLAIMS WITH TALX CORPORATION (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Director of Personnel recommends your Board's approval of a contract with TALX Corporation (TALX), provider of Equifax, to provide administrative services for County employees filing claims for unemployment compensation benefits upon termination of employment or reduction of hours. The term of the contract will be five years, with two one-year options to extend the contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the attached contract with TALX to provide administrative services for unemployment insurance claims for the County of Los Angeles, effective February 1, 2013. The term of the contract will be five years with two annual renewal options with a Maximum Contract Sum not to exceed \$154,441 for the full seven years (\$22,063 per year).
2. Delegate authority to the Director of Personnel, or her designee, to exercise two additional one-year extensions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Human Resources (DHR) currently has a contract with TALX for unemployment claims administration. The existing contract will expire on

January 31, 2013. Approval of the contract with TALX will ensure continued administration of unemployment insurance claims.

The County has used a third party administrator (TPA) to provide comprehensive unemployment insurance claims administration since January 1978. In 2006, TALX, the current TPA, acquired Employer's Unity, the vendor that performed TPA services for the County since February 1, 1996, through a purchase agreement. Unemployment insurance claims administration includes: comprehensive claims administration, auditing of charges and credits for claims reported by the State of California Employment Development Department, representation at hearings before the State of California Unemployment Insurance Appeals Board, record keeping, comprehensive reporting, and conducting training seminars for County human resources personnel.

Unemployment insurance claims administration services must be performed by an outside TPA because the County does not have, and could not develop at a reasonable cost, the expertise and reporting systems to perform these services. TALX is a multi-state unemployment insurance claims administrator.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal 1 - Operational Effectiveness.

FISCAL IMPACT/FINANCING

The Total Maximum Contract Sum for the contract shall not exceed \$154,441 for the seven years. Funding for this contract is included in the Fiscal Year 2012-2013 adopted budget and will be included in budget requests for subsequent years. The contract and annual renewal options have no cost of living adjustments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract, effective February 1, 2013, upon Board approval, will provide TPA administration of unemployment insurance claims services to assist the County in meeting its legal responsibilities to extend unemployment compensation benefits to County employees and to control unemployment insurance claims cost by reducing administrative costs and providing recommendations to improve results. The contract term is five years, through January 31, 2018. The term of the contract may be extended for two additional one-year periods, through January 31, 2020, at the County's option.

County Counsel has approved the contract as to form. DHR has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

CONTRACTING PROCESS

On June 21, 2012, DHR released a Request for Proposals (RFP) for Unemployment Insurance Claims Administrative Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website. Notice of the RFP was sent to 12 known unemployment insurance claims vendors. RFPs were sent to ten unemployment claims vendors and interested parties. In addition, the contracting opportunity was advertised in the

following publications: Los Angeles Times, La Opinion (Spanish language newspaper), Los Angeles Sentinel, and World Journal (Chinese Daily News).

Five proposals were received and reviewed for compliance with the minimum requirement criteria stated in the RFP. Two proposals were disqualified. Three proposals were evaluated by a committee in accordance with the evaluation process identified in the RFP. One non-selected proposer received a debriefing on September 12, 2012, and was satisfied with the findings. Further, this vendor did not file a protest. The evaluation committee unanimously recommended awarding the contract to TALX based on its highest overall score and lowest cost.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services. The new contract with TALX provides for the continuation of all existing unemployment insurance claims services.

CONCLUSION

Please return three signed originals of the contract to the Department of Human Resources, Employee Benefits – Deferred Income Division.

Respectfully submitted, LISA M. GARRETT
Director of Personnel

A handwritten signature in black ink, appearing to read "Lisa M. Garrett", with a stylized, flowing script.

LISA M. GARRETT
Director of Personnel

LMG:SKT
EMC:MEG:sl

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



**COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES**

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**TALX CORPORATION, PROVIDER OF EQUIFAX WORKFORCE
SOLUTIONS**

FOR

**UNEMPLOYMENT INSURANCE CLAIMS ADMINISTRATION
SERVICES**

February 2013

COUNTY OF LOS ANGELES
UNEMPLOYMENT INSURANCE CLAIMS ADMINISTRATION SERVICES
TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 CONTRACT AND INTERPRETATION	2
2.0 DEFINITIONS	3
3.0 ADMINISTRATION OF CONTRACT – COUNTY	4
4.0 ADMINISTRATION OF CONTRACT – CONTRACTOR.....	6
5.0 WORK; APPROVAL AND ACCEPTANCE; DATA QUALITY	9
6.0 TERM	10
7.0 PRICES AND FEES	11
8.0 COUNTY’S OBLIGATION FOR FUTURE FISCAL YEARS	13
9.0 INVOICES AND PAYMENTS.....	13
10.0 STANDARD TERMS AND CONDITIONS.....	14
10.1 ASSIGNMENT AND DELEGATION	14
10.2 AUTHORIZATION WARRANTY	15
10.3 BUDGET REDUCTIONS	15
10.4 CHANGE ORDERS AND AMENDMENTS	16
10.5 COMPLIANCE WITH APPLICABLE LAW.....	16
10.6 COMPLIANCE WITH CIVIL RIGHTS LAWS	17
10.7 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM	18
10.8 CONFLICT OF INTEREST	19
10.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	20
10.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	20
10.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT	21
10.12 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	24

10.13	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	24
10.14	COUNTY'S QUALITY ASSURANCE PLAN	24
10.15	EMPLOYMENT ELIGIBILITY VERIFICATION	25
10.16	FACSIMILE REPRESENTATIONS.....	25
10.17	FAIR LABOR STANDARDS.....	26
10.18	FORCE MAJEURE.....	26
10.19	GOVERNING LAW, JURISDICTION, AND VENUE	27
10.20	INDEPENDENT CONTRACTOR STATUS	27
10.21	INDEMNIFICATION.....	27
10.22	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	28
10.23	INSURANCE COVERAGE.....	32
10.24	MOST FAVORED PUBLIC ENTITY.....	34
10.25	NONDISCRIMINATION AND AFFIRMATIVE ACTION	34
10.26	NON EXCLUSIVITY	35
10.27	NOTICE OF DELAYS	35
10.28	NOTICE OF DISPUTES	36
10.29	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	36
10.30	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	36
10.31	NOTICES	36
10.32	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT.....	37
10.33	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION	38
10.34	PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	39
10.35	PUBLIC RECORDS ACT	39
10.36	PUBLICITY	39
10.37	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	40
10.38	RECYCLED BOND PAPER.....	41
10.39	SUBCONTRACTING	42
10.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	43
10.41	TERMINATION FOR CONVENIENCE	43
10.42	TERMINATION FOR DEFAULT	44
10.43	TERMINATION FOR IMPROPER CONSIDERATION	45
10.44	TERMINATION FOR INSOLVENCY	46
10.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	47
10.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS	47
10.47	VALIDITY.....	47
10.48	WAIVER	47
10.49	WARRANTY AGAINST CONTINGENT FEES	48
10.50	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	48
10.51	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	48
10.52	SEVERANCE.....	49

SIGNATURE PAGE.....	50
EXHIBITS TO CONTRACT	51
EXHIBIT A – STATEMENT OF WORK	A1
1.0 SCOPE OF WORK.....	A1
2.0 CONTRACTOR’S RESPONSIBILITIES	A1
EXHIBITS TO STATEMENT OF WORK	A12
EXHIBIT A1 CONTRACT DISCREPANCY REPORT	
EXHIBIT A2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART	
EXHIBIT B FEE SCHEDULE	
EXHIBIT C CONTRACTOR’S EEO CERTIFICATION	
EXHIBIT D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	
EXHIBIT E COUNTY’S ADMINISTRATION	
EXHIBIT F CONTRACTOR’S ADMINISTRATION	
EXHIBIT G JURY SERVICE ORDINANCE	
EXHIBIT H SAFELY SURRENDERED BABY LAW	
EXHIBIT I CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	
 APPENDICES	
APPENDIX A DEFAULTED PROPERTY TAX REDUCTION PROGRAM	
APPENDIX B IRS NOTICE 1015	

CONTRACT FOR UNEMPLOYMENT INSURANCE CLAIMS ADMINISTRATION SERVICES

THIS CONTRACT is made and entered into as of the Effective Date by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter referred to as "County"), and TALX Corporation, provider of Equifax Workforce Solutions ("EWS"), (hereinafter referred to as "Contractor") for unemployment insurance claims administration services (hereinafter referred to as "Services")

RECITALS

WHEREAS, the California Legislature passed legislation to implement the Federal Unemployment Compensation Amendments of 1976 (Public Law No. 94-666), hereinafter called the "Federal Amendments," which require that unemployment compensation benefits be extended to state and local government employees as of January 1, 1978 on penalty of loss of federal tax credits and subsidy funds within California; and

WHEREAS, the County's current Agreement for administrative services for the unemployment insurance cost control program expires on January 31, 2013; and

WHEREAS, the County desires a continuation of administrative services for an unemployment insurance cost control program; and

WHEREAS, the Contractor warrants and represents that it is established and skilled in the field of unemployment cost control; and

WHEREAS, the County has competitively procured such administrative services; and

WHEREAS, this Contract (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 CONTRACT AND INTERPRETATION

- 1.1 Contract. This base document along with Exhibit A – Statement of Work (SOW) and Exhibits B through I, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter, are referred to as the “Contract.” This Contract shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 10.4 – Change Orders and Amendments, and signed by both parties.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:
- 1.2.1 Exhibit A – Statement of Work (SOW)
 - 1.2.2 Exhibit B – Fee Schedule
 - 1.2.3 Exhibit C – Contractor’s EEO Certification
 - 1.2.4 Exhibit D – Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement
 - 1.2.5 Exhibit E – County’s Administration
 - 1.2.6 Exhibit F – Contractor’s Administration
 - 1.2.7 Exhibit G – Jury Service Ordinance
 - 1.2.8 Exhibit H – Safely Surrendered Baby Law
 - 1.2.9 Exhibit I – Certification of Compliance with The County’s Defaulted Property Tax Reduction Program
- 1.3 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Contract refer to this Contract, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term

stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Contract with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Contract are for convenience only and are not a part of the Contract and shall not be used in construing the Contract.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following terms and phrases in quotes and with initial letters capitalized shall have the following specific meaning when used in the Contract, as defined in this Paragraph 2.0, throughout and hereinafter:

- 2.1 "Board" means the Los Angeles County Board of Supervisors.
- 2.2 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.3 "County" has the meaning set forth in the introductory paragraph (Recitals).
- 2.4 "Day" or "Days" shall mean calendar day(s), unless otherwise expressly stated.
- 2.5 "Department of Human Resources" or "DHR" is the County Department responsible for administering and monitoring this Contract.
- 2.6 "Director of Personnel" or "DOP" is the Board appointed official who is the head of the DHR.
- 2.7 "Effective Date" shall be February 1, 2013.
- 2.8 "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 "Term" has the meaning set forth in Paragraph 6.0 (Term) of this Contract.
- 2.10 "Work" means any and all tasks, subtasks, deliverables, goods and other services performed by or on behalf of the Contractor and including the services required pursuant to this Contract and all Exhibits including but

not limited to other attachments, exhibits, Change Orders and Amendments attached hereto.

3.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following Subparagraphs is designated in Exhibit E – County’s Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

3.1 County Project Director

3.1.1 “County Project Director” for this Contract shall be the following person:

Lisa M. Garrett
Director of Personnel
County of Los Angeles
Department of Human Resources
500 West Temple Street, Room 579
Los Angeles, CA 90012
Phone: 213-974-2406
Fax: 213-621-0387
Email address: lgarrett@hr.lacounty.gov

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 County Project Director is responsible for the overall administration of the Contract, including maintaining and updating all records, and for resolving disputes between County and Contractor.

Except as set forth in Subparagraph 10.4 – Change Orders and Amendments, the County Project Director is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever. County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

3.2.1 “County Project Manager” for this Contract shall be the following person:

Eliza M. Carrillo
County of Los Angeles
Department of Human Resources
Employee Benefits Division
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010
Phone: 213-738-2255
Fax: 213-637-0832
Email address: ecarrillo@hr.lacounty.gov

- 3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.
- 3.2.3 The County Project Manager will meet with the Contractor Project Manager on a regular basis to discuss the Contract and any issues or problems being encountered by either party.
- 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract nor obligate County in any respect whatsoever.
- 3.2.5 County Project Manager will advise the County Project Director as to Contractor's performance in areas relating to technical requirements and standards.
- 3.2.6 The County Project Manager will have the right at all times to inspect any and all Work provided by or on behalf of the Contractor.

3.3 County Contract Project Monitor

The "County Contract Project Monitor" will be the following person and will be responsible for overseeing the day-to-day administration of this Contract. The County Contract Project Monitor reports to the County Project Manager.

Mary Gilmore
County of Los Angeles
Department of Human Resources
Employee Benefits Division
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010
Phone: 213-738-2192
Fax: 213-637-0821
Email address: mgilmore@hr.lacounty.gov

3.4 Consolidation of Duties

County reserves the right to consolidate the duties of County Project Director, whose duties are enumerated in Subparagraph 3.1 – County Project Director, and the duties of County Project Manager, whose duties are enumerated in Subparagraph 3.2 – County Project Manager, into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Contract. County will notify Contractor no later than five (5) **business days** prior to exercising its rights pursuant to this Paragraph 3.0.

3.5 County Personnel

All County personnel assigned to this Contract shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4.0 **ADMINISTRATION OF CONTRACT – CONTRACTOR**

A listing of all Contractor Administration referenced in the following Subparagraphs is designated in Exhibit F – Contractor's Administration. Contractor shall inform County in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contractor Project Manager and alternate at the time the Contract is implemented and as changes occur during the term of the Contract.

4.1 Contractor Project Director

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor and have full authority to act on behalf of Contractor in all matters relating to the daily operation of this Contract:

Steve Dainard
Client Relationship Manager
P.O. Box 583
Carmichael, CA 95609
Tel: 314-214-7776
Fax: 888-665-3299
Email: steven.dainard@equifax.com

4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensure Contractor's compliance with this Contract.

4.1.3 Contractor Project Director shall be available to meet and confer with County Project Director at least quarterly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Steve Dainard
Client Relationship Manager
P.O. Box 583
Carmichael, CA 95609
Tel: 314-214-7776
Fax: 888-665-3299
Email: steven.dainard@equifax.com

4.2.2 The Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract.

4.2.3 The Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than quarterly, in person or by phone, with County.

4.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

4.4 Background and Security Investigations

4.4.1 Each of Contractor's staff performing services under this Contract shall undergo and pass a background investigation at the time of hire by Contractor that includes state and federal criminal conviction information within the prior seven years. Only staff members that pass the background check are eligible to perform services under this Contract. A person who has (a) one or more felony convictions or (b) one or more misdemeanor convictions involving financial or fraud crimes will not pass the background

check. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 4.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 4.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 4.4.4 Disqualification of any member of Contractor's staff pursuant to Subparagraph 4.4.2 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

4.5 Confidentiality

- 4.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information, provided that County will disclose all such directives, guidelines, policies and procedures ("policies") to Contractor and for which Contractor has thirty (30) days to review and determine ability to comply. If Contractor is unable to comply, Contractor shall provide prompt notice to County. Where Contractor's practice related to information technology security and the protection of confidential records and information varies from County's policies, Contractor's practice shall be considered to materially comply where it provides the same level of protection and achieves the same objectives, as determined solely by the County. However, the County agrees not to unreasonably withhold approval of Contractor's practice. If County should determine that the level of protection provided by Contractor does not materially comply with County's requirements, then County shall have the right to terminate the contract.

- 4.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 4.5. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 4.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 4.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

5.0 WORK; APPROVAL AND ACCEPTANCE; DATA QUALITY

5.1 General

Contractor acknowledges that, subject to this Paragraph 5.0 – Work; Approval and Acceptance, all Work performed under this Contract, including pursuant to an executed Change Order or Amendment, is payable on a monthly basis in accordance with the terms and conditions of this Contract, including this Paragraph 5.0 – Work; Approval and Acceptance, Paragraph 7.0 – Prices and Fees, and Paragraph 9.0 – Invoices and Payments.

- 5.2 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A – SOW, attached hereto, and as may be amended from time to time in accordance with Paragraph 10.4 – Change Orders and Amendments of the Contract.

- 5.3 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 5.4 Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in Contractor's profession or field of practice.
- 5.5 County acknowledges that the ability of Contractor to provide services is dependent upon receipt of accurate Data from County. County shall provide current and accurate Data necessary for Contractor to provide the Services. County agrees to provide such Data to Contractor in the format, manner and time frame set forth in the SOW and further agrees to promptly correct and update Data. County agrees to test and validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by Contractor. Both parties agree to work together to identify and resolve all identified historical and ongoing Data errors within two (2) of County's pay periods.

6.0 TERM

- 6.1 The term of this Contract shall commence effective February 1, 2013 and shall continue for a period of five (5) years (the "Initial Term"), unless terminated earlier in whole or in part, as provided in this Contract.
- 6.2 The County has the option, at the Director of Personnel's (DOP's) discretion and upon notice to Contractor no later than thirty (30) calendar days prior to the end of the then-current period of the Term, to extend the term of this Contract for up to two additional one-year periods (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.

The County maintains databases that track/monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 6.3 Contractor shall notify the County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 6.0 – Term.

6.4 Completion of Contract

Upon expiration or termination of the Contract, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

For two months prior to the expiration of the Contract, in addition to the other contract requirements, Contractor shall provide the consulting services of the Contract Manager and Quality Control Supervisors for orientation to insure a smooth transition from Contractor-provided services back to the County or another vendor. Contractor shall make reasonable provisions for inspection and observation of work procedures of Contractor personnel during the transition period. In addition, Contractor shall explain and return to County, as requested, all reports, documents, data files and computer systems.

Upon expiration of this Contract, or in the event of cancellation, on the demand of the County, all documents, reports, records, case files, correspondence and work product relating to Contractor's operations under this Contract shall be returned to the County or to such other location in County as the County may direct, provided that Contractor may maintain archival copies for audit purposes and dispute resolution purposes and Contractor may retain copies of Data on encrypted back-up media in which such Data is co-resident with other employment and income data. Contractor shall remain under its contractual obligation of confidentiality and security to County and such obligations shall survive termination of the Agreement. It is understood that all of the materials described above are the property of County and not of Contractor herein.

7.0 PRICES AND FEES

7.1 General

The prices and fees for this Contract shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Contract. Exhibit B – Fee Schedule of this Contract specifies the Contractor unit costs for planned deliverables and employee hourly rates for providing services specified in this Contract. The Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Contract.

7.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Contract shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Contract for the Term. The Maximum Contract Sum for this Contract, authorized by County hereunder shall in no event, expressly or by implication, exceed **One Hundred Fifty Four Thousand Four Hundred Forty-One Dollars (\$154,441)**, including a two-year extension as specified in Subparagraph 6.2.

7.3 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval. County acknowledges that Contractor may use independent contractors to act as hearing representatives and that Contractor may subcontract administrative, back office tasks such as mail handling, and County expressly approves such relationships.

7.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to County at the address herein provided in Exhibit E – County's Administration

7.5 **No Payment for Services Provided Following Expiration/Termination of Contract**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

8.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Contract, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Subparagraph 10.41 – Termination for Convenience. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

9.0 INVOICES AND PAYMENTS

9.1 Approval of Invoices

The Contractor shall invoice the County in arrears, upon completion and delivery of each deliverable and special job. All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

9.2 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – SOW, and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B – Fee Schedule.

9.3 Contractor's invoices shall be priced in accordance with Exhibit B – Fee Schedule and shall contain the information set forth in Exhibit A – SOW, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

9.4 Contractor shall invoice County in arrears for all services and materials provided under this Contract. Contractor shall submit the monthly invoices to County by the 15th calendar day of the month following the month of service.

9.5 Contractor shall submit an invoice to the County Project Manager at the address specified in Subparagraph 3.2.1 of this Contract.

9.6 No Out of Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meals, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

9.7 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor. In the event that County finds inaccuracies or inconsistencies in the invoices, County will return the incorrect invoice to Contractor. Contractor shall submit to County a new invoice with corrected information.

9.8 County Right to Withhold

In addition to any rights of County provided in this Contract, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

10.0 STANDARD TERMS AND CONDITIONS

10.1 ASSIGNMENT AND DELEGATION

10.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County. County acknowledges that Contractor may use independent contractors to act as hearing representatives and that Contractor may subcontract administrative, back office tasks such as mail handling, and County expressly approves such relationships and agrees that such relationships are not covered by this Paragraph.

10.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest

themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 10.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor. County acknowledges that Contractor may use independent contractors to act as hearing representatives and that Contractor may subcontract administrative, back office tasks such as mail handling, and County expressly approves such relationships and agrees that such relationships are not covered by this Paragraph.

10.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

10.3 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to

the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

10.4 CHANGE ORDERS AND AMENDMENTS

10.4.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board.

10.4.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DOP.

10.4.3 For any change which does not affect the scope of work, term, Contract Sum, and/or any term or condition of this Contract, a Change Order shall be prepared and executed by County Project Director and Contractor; except that:

10.4.3.1 The DOP or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 6.0 – Term of the Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DOP.

10.4.3.2 The DOP is expressly authorized to change the specific conditions as set forth in Exhibit A – SOW via a Change Order.

10.5 COMPLIANCE WITH APPLICABLE LAW

10.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and

all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 10.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 10.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

10.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C – Contractor's EEO Certification.

10.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

10.7.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

10.7.2 Written Employee Jury Service Policy

10.7.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service. County agrees that the Jury Service Policy does not currently apply to Contractor, as Contractor does not maintain an office in the County.

10.7.2.2 For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number

of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

10.7.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

10.7.2.4 Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

10.8 CONFLICT OF INTEREST

10.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any

competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 10.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall be a material breach of this Contract.

10.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. County agrees that this Paragraph is not currently applicable to Contractor, as Contractor does not maintain an office in the County.

10.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 10.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program, who meet the

Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. County agrees that this Paragraph is not currently applicable to Contractor, as Contractor does not maintain an office in the County.

- 10.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

10.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

10.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

10.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

10.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County,

any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

10.11.4 Contractor Hearing Board

10.11.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

10.11.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

10.11.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

10.11.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of

debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

10.11.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

10.11.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

10.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

10.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org. County agrees that this Paragraph is not currently applicable to Contractor, as Contractor does not maintain an office in the County.

10.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

10.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

10.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and

conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

10.15 EMPLOYMENT ELIGIBILITY VERIFICATION

- 10.15.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 10.15.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

10.16 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Orders prepared pursuant to Subparagraph 10.4.3, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

10.17 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

10.18 FORCE MAJEURE

- 10.18.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").
- 10.18.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 10.18.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

10.19 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

10.20 INDEPENDENT CONTRACTOR STATUS

- 10.20.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 10.20.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 10.20.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 10.20.4 The Contractor shall adhere to the provisions stated in Subparagraph 4.5 – Confidentiality of the Contract.

10.21 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert

witness fees), arising from or connected with the Contractor's wrongful acts and/or omissions arising from and/or relating to this Contract.

10.22 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 10.22 and 10.23 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

10.22.1 Evidence of Coverage and Notice to County

10.22.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

10.22.1.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

10.22.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-

insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

10.22.1.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Human Resources
Employee Benefits Division
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010
Attention: County Project Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

10.22.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The scope of

protection also shall apply to the County and its agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein, up to a maximum of \$5,000,000.00. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

10.22.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

10.22.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

10.22.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

10.22.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

10.22.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

10.22.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. If a Subcontractor maintains separate insurance coverage, Contractor shall be responsible for verifying each Sub-Contractor complies with the applicable Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10.22.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR.

10.22.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

10.22.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

10.22.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

10.22.13 **Alternative Risk Financing Programs**

The Parties reserve the right to review, and then mutually approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

10.22.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and negotiate the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

10.23 **INSURANCE COVERAGE**

- 10.23.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate :	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 10.23.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 10.23.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not

less than \$1 million per accident. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

10.23.4 Sexual Misconduct Liability

In lieu of providing insurance covering actual or alleged claims for sexual misconduct and/or molestation, Contractor agrees to indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature, to the extent that such claim arises from or relates to Contractor's work under this Contract.

10.23.5 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to the services provided under this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

10.23.6 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than indicated below per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

Employee Dishonesty	\$1 million
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10.24 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

10.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 10.25.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 10.25.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C – Contractor's EEO Certification.
- 10.25.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 10.25.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 10.25.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability,

marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 10.25.6 The Contractor shall allow County representatives access to the Contractor's employment records no more than once per year and upon reasonable, but not less than thirty days', notice, during regular business hours, subject to Contractor's security requirements and to mutually agreeable terms, to verify compliance with the provisions of this Subparagraph 10.25 when so requested by the County.
- 10.25.7 If any provisions of this Subparagraph 10.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. A determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission or any court of law that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 10.25.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

10.26 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict DHR from acquiring similar, equal or like goods and/or services from other entities or sources.

10.27 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1)

business day, give notice thereof, including all relevant information with respect thereto, to the other party.

10.28 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the DOP, or her/his designee shall resolve it.

10.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

10.30 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes. County agrees that this Paragraph is not currently applicable to Contractor, as Contractor does not maintain an office in the County.

10.31 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E – County's Administration and F – Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The DOP or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

10.32 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 10.32.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 10.32.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 10.32.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 10.32.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 10.32.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subparagraph 10.32.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph

10.32.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

10.32.6 All the rights and obligations of this Subparagraph 10.32 shall survive the expiration or termination of this Contract.

10.33 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

10.33.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

10.33.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

10.33.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

10.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

10.35 PUBLIC RECORDS ACT

- 10.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 10.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 10.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

10.36 PUBLICITY

- 10.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to

sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

10.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 10.36 shall apply.

10.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, subject to Contractor's ability to mark such items as "trade secret," "proprietary," or "confidential" under the California Public Records Act. Any such audit shall take place no more than once per year and upon reasonable, but not less than thirty days' notice, during regular business hours, subject to Contractor's security requirements and to mutually agreeable terms and conditions. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County,

then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 10.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 10.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 10.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 10.37.2 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

10.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

10.39 SUBCONTRACTING

- 10.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract. County acknowledges that Contractor may use independent contractors to act as hearing representatives and that Contractor may subcontract administrative, back office tasks such as mail handling, and County expressly approves such relationships.
- 10.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 10.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 10.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 10.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 10.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

- 10.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 10.39.8 The Contractor's insurance policies shall cover its subcontractors, or Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the address in Subparagraph 10.22.1 before any Subcontractor employee may perform any work hereunder.

10.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 10.13 – Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 10.42 – Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

10.41 TERMINATION FOR CONVENIENCE

- 10.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 10.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

10.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 10.37 – Record Retention and Inspection/Audit Settlement.

10.42 TERMINATION FOR DEFAULT

10.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

10.42.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 10.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

10.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 10.42.2 if its failure to perform

this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 10.42.4 If, after the County has given notice of termination under the provisions of this Subparagraph 10.42, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 10.42, or that the default was excusable under the provisions of Subparagraph 10.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 10.41 – Termination for Convenience.
- 10.42.5 The rights and remedies of the County provided in this Subparagraph 10.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.43 TERMINATION FOR IMPROPER CONSIDERATION

- 10.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event

of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 10.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 10.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

10.44 TERMINATION FOR INSOLVENCY

- 10.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor;
or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 10.44.2 The rights and remedies of the County provided in this Subparagraph 10.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

10.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

10.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

10.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 10.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.49 WARRANTY AGAINST CONTINGENT FEES

- 10.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 10.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

10.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 10.50 – Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

10.52 SEVERANCE

If any provision of this Contract or the application thereof to any person, entity, or circumstance is held invalid, the remainder the Contract and the application of such provision to other person, entity or circumstance shall not be affected, unless the essential purposes of this Contract shall be materially impaired thereby.

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UNEMPLOYMENT INSURANCE CLAIMS ADMINISTRATION SERVICES
CONTRACT BY AND BETWEEN COUNTY OF LOS ANGELES AND
TALX CORPORATION, PROVIDER OF EQUIFAX WORKFORCE SOLUTIONS

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Contract to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Contract to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By: *Frank Ruller-Thoma*
Chairman, Board of Supervisors



ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

By: *Sachelle Smitherman*
JAN 08 2013 DEPUTY

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By: *[Signature]*
Stephen R. Morris
Principal Deputy County Counsel

TALX CORPORATION

By: *Kristin M. Hasty*
Name: *Kristin M. Hasty*
Title: *VP-Sales Ops*
Date: *12/12/12*

Approved As To Legal Form
RB 12.12.12
Initials Date

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Sachelle Smitherman*
Deputy JAN 08 2013

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77904

EXHIBITS TO CONTRACT

- EXHIBIT A STATEMENT OF WORK (SOW)
- EXHIBIT B FEE SCHEDULE
- EXHIBIT C CONTRACTOR'S EEO CERTIFICATION
- EXHIBIT D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- EXHIBIT E COUNTY'S ADMINISTRATION
- EXHIBIT F CONTRACTOR'S ADMINISTRATION
- EXHIBIT G JURY SERVICE ORDINANCE
- EXHIBIT H SAFELY SURRENDERED BABY LAW
- EXHIBIT I CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

EXHIBIT A – STATEMENT OF WORK

1.0 SCOPE OF WORK

Contractor or Third Party Administrator (TPA) shall provide all of the work detailed below to the County's Unemployment Insurance Program (UIP) adopted pursuant to the Federal Unemployment Compensation Amendments of 1976 (Public Law No. 94-666) in accordance with the requirements set forth below.

The Contractor shall take all necessary steps to provide unemployment insurance claims administration services that will ensure thorough and accurate claim processing, and help reduce unemployment insurance claims costs.

The goal of the UIP is to:

1. Provide a comprehensive unemployment insurance claims administration service;
2. Provide necessary information/techniques for managing the County's unemployment insurance cost control program;
3. Ensure that all unemployment insurance claims and payments are legal and accurate; and
4. Fulfill the County's legal and statutory unemployment insurance requirements.

2.0 CONTRACTOR RESPONSIBILITIES

2.1 TRANSITION PLAN FOR ASSUMPTION OF SERVICES FROM CURRENT TPA

- 2.1.1 The TPA shall provide transitional services prior to the contract beginning date. The TPA shall not receive any fees under this contract until after the County has received the certification described in Subsection 2.1.4 hereunder of this Statement of Work (SOW), or December 31, 2012, whichever is later;
- 2.1.2 The TPA shall provide any requested consultation to the County Project Director or his/her designate during the transition;
- 2.1.3 The TPA shall accomplish the following tasks during this transition period:
 - 2.1.3.1 Prepare a Manual of Tasks, Rules and Procedures detailing all of the steps necessary to transition employee records and accounts.

- 2.1.3.2 Establish contacts with appropriate County departments which include the County's Auditor-Controller, Chief Executive Office, and DHR.
- 2.1.3.3 Obtain all necessary County and State licenses for doing business in the County as a TPA for the UIP.
- 2.1.3.4 Hire necessary technical staff.
- 2.1.3.5 Establish department master files.
- 2.1.3.6 Take receipt of current TPA's participant files (hardcopy, diskette and/or microfiche).
- 2.1.4 The Contractor shall provide the County Project Director with a written certification indicating that it is able to assume all responsibilities for administering the UIP and sign a cooperation statement with the existing TPA;
- 2.1.5 Establish written and actual routines for handling claims processing.

2.2 CLAIMS ADMINISTRATION

Contractor shall provide a comprehensive unemployment insurance claims administration service wherein Contractor assumes full responsibility for monitoring all claims received during this and prior contract period for unemployment insurance benefits and ensuring that all necessary protests and/or appeals are made in each case where the payment of unemployment insurance benefits would be illegal or otherwise inappropriate under applicable state law.

Specifically, Contractor's tasks shall include, but not be limited to the following:

- 2.2.1 Contractor shall receive notices of employee separations from County departments on a daily basis. Each such notice shall be indexed and stored in Contractor's office.
- 2.2.2 In each case where an unemployment insurance benefit claim is filed indicating County as "last employer", County or Contractor shall receive notice of the claim from the State of California Employment Development Department (EDD). Contractor will respond appropriately to the EDD. It is understood that state law imposes certain penalties on employers that provide incorrect or misleading information in response to these notices. Therefore, if

the information provided by County and/or its departments on any separation form is unclear or otherwise inadequate, Contractor shall contact appropriate County department and thoroughly review the separation incident prior to responding to the claim.

- 2.2.3 Contractor shall serve as principal contact for purpose of all further communication with the EDD and request clarification of information provided as described in Subsection 2.2.2 above, or request additional information. Contractor shall receive such requests directly from EDD and shall respond appropriately on County's behalf.
- 2.2.4 In each case where Contractor has provided a response to claim notice, Contractor shall receive notice of a claim determination directly from the EDD. Contractor shall review such determination and, if it is adverse to County's interest, shall perform further factual investigation as warranted. The findings of such investigation shall be reviewed by Contractor and if there is a sufficient basis for appealing the claimant's separation or application or interpretation by the EDD, the determination shall be appealed and a hearing on the matter shall be requested by Contractor. Notwithstanding the foregoing, the County Project Director reserves the right to direct Contractor, without cause, to appeal, or halt the appeal, of any claim. After requesting a hearing as described above, Contractor shall receive notice of the date and time of such hearing directly from the EDD.
- 2.2.5 Contractor shall, again, review all pertinent material and shall contact appropriate County personnel to further review the case. Contractor shall identify material (usually personnel files, notices of warnings, etc.) that will be required as evidence at the hearing and shall make appropriate recommendations regarding the provision of County witnesses. Contractor shall thoroughly review the basis for appealing the determination, indicating the facts that must be established at the hearing in order that the proper decision be obtained.
- 2.2.6 Unless notified by the County that County personnel will provide hearing representation, Contractor shall arrange for any pre-hearing meetings with affected County staff and/or County witnesses that may be required on the particular case. Contractor shall confirm the date, time and place of the hearing and ensure that all individuals who are to be in attendance at the hearing are aware of same.

- 2.2.7 Contractor shall present County's case at all hearings, unless otherwise notified by the County that County personnel will provide hearing representation.
- 2.2.8 The procedure described above applies to the handling of claims where the original determination is favorable to the claimant. In cases where the initial determination is favorable to the County, the claimant likewise has the opportunity to appeal the determination. In such cases, Contractor shall receive notice from the EDD regarding the date and time that each hearing is to be conducted. The procedure from that point will be essentially as described above for a hearing resulting from an appeal by the employer.
- 2.2.9 Adverse hearing decisions shall be reviewed by the Contractor in essentially the same manner as discussed above and if sufficient grounds exist, further appeal action shall be pursued by Contractor in the same manner as described above.
- 2.2.10 It is understood that all work performed by Contractor shall be in strict compliance with rules and regulations of the EDD and that no service shall be rendered which would constitute the practice of law.

2.3 COST VALIDATION

- 2.3.1 EDD will issue quarterly notices of benefit charges assessed to County. The information provided on notices will include identification of the claimant and a statement of the amount of benefits actually paid to each claimant. This information shall be converted to computer-processable form by the Contractor and audited so as to ensure that, in each case, benefit payments were made against a valid claim and that the charge is consistent with liability parameters established by Contractor for the claim. On this basis, appropriate error messages shall be generated. In each case of error, Contractor shall pursue the matter with the EDD and obtain the proper financial resolution.
- 2.3.2 Contractor shall complete and return all inquiries from the EDD.
- 2.3.3 Contractor shall prepare a quarterly report that summarizes the above auditing process and that delineates the amount of reimbursement for which County will be liable.

2.4 RECORD KEEPING

Contractor shall complete the following tasks:

- 2.4.1 Receive and upload electronic payroll information from the County's Auditor Controller including employee salary, social security number, employee status, and employee separation information.
- 2.4.2 Employee separation information: After receiving employee separation notice from the County, enter information into computer system.
- 2.4.3 Maintain records providing information associated with an employee's account, including but not limited to claim date, reason for separation, claim status, and any other information necessary for the proper administration of an employee's account.
- 2.4.4 Maintain backup computer data file.
- 2.4.5 Maintain active separation and claims on an on-going basis.
- 2.4.6 Maintain benefit statements on an ongoing basis.

2.5 ADMINISTRATION AND MANAGEMENT REPORTS

- 2.5.1 Prepare prior to January 1, 2013, a manual of tasks, rules, and procedures for operation of the UIP, including a description for Contractor's employees of how all services will be performed and provided to clients by the Contractor. At least once every year, the Contractor shall review the manual and update it if necessary, and shall submit such changes to the County for its review and approval.
- 2.5.2 Perform any and all administrative functions necessary to ensure thorough and accurate claim records for each claimant's accounts.
- 2.5.3 Process employee separation forms.
- 2.5.4 Review and inform the County of existing program limitations and administrative structures subject to improvement.
- 2.5.5 Research and resolve any discrepancies regarding a claimant's account with the appropriate County department;
- 2.5.6 Inform the County of recently enacted laws and regulations and all present or future legislative or other changes which may have an

impact upon the UIP, and propose any amendments to the UIP which may be required by changing conditions, laws or regulations. Any changes or amendments shall be prepared and executed via a Change Order or an Amendment as set forth in Subparagraph 10.4 – Change Orders and Amendments of the Contract.

2.5.7 Perform all required functions relating to Federal Unemployment Compensation Amendments of 1976 and thereafter.

2.5.8 Provide a comprehensive report of all claim activity for each calendar quarter with an annual cumulative report for the calendar year, and list claims in alphabetic order under each County agency listed in departmental code (alpha) order. Some of the items to be included:

2.5.8.1 Claimant: name, social security number, separation date, type and reason;

2.5.8.2 Claim status: Non-protestable, Protestable (favorable, unfavorable or pending decision);

2.5.8.3 Liability: maximum chargeable, removed liability, charges to date, reedits, remaining liability;

2.5.8.4 All relevant totals for individuals, County departments, and the entire County;

2.5.8.5 Percentages: Protestable to non-protestable claims, win/loss ratios for protests and hearings.

2.5.9 Provide a brief statistical report that summarizes the activity reported above in Subsection 2.5.8. Calendar year quarter and annual cumulation shall include:

2.5.9.1 Total claims activity this reporting period

2.5.9.2 Initial chargeable liability

2.5.9.3 Savings achieved or liability removed from account

2.5.9.4 Total number of contested claims

2.5.9.5 Total number of non-protestable claims

2.5.9.6 Percentage of contested claims to total claims

- 2.5.9.7 Number of protestable claims ruled in your favor
- 2.5.9.8 Number of protestable claims ruled unfavorable
- 2.5.9.9 Number of undecided or pending claims
- 2.5.9.10 Win ratio of claims ruled upon
- 2.5.9.11 Number of hearings attended
- 2.5.9.12 Percentage of hearings to total claims
- 2.5.9.13 Benefit charge credits received
- 2.5.10 Provide a brief statistical report that summarizes the activity reported above in Subsection 2.5.8. Calendar year quarter and annual cumulation shall include:
 - 2.5.10.1 Total claims activity this reporting period
 - 2.5.10.2 Maximum Liability
 - 2.5.10.3 Liability Remaining
- 2.5.11 Provide the County with a copy of each EDD quarterly Statement of Reimbursable Benefit Charges and include a cover letter detailing to the amount of reimbursement due EDD.
- 2.5.12 Provide a quarterly and annual report listing for each County department with the total actual unemployment benefit cost per each department, and overall County total cost. For budgetary reasons this report shall be based on the County fiscal year which runs from July 1 to June 30.
- 2.5.13 Provide a quarterly report of the number and disposition of all administrative hearings and appeals, and provide separate totals for telephonic hearings and in person appearances.
- 2.5.14 Respond to reasonable requests for ad-hoc reports.
- 2.5.15 Provide timely news bulletins to the County detailing changes in State or Federal regulations related to Unemployment Insurance as needed.

2.6 DEPARTMENTAL SERVICE

- 2.6.1 Maintain a core of staff to provide information and services directly to County departments;
- 2.6.2 Offer a toll-free telephone line for departmental representatives to use for processing a claim by telephone, and asking any questions;
- 2.6.3 At the request of a departmental representative, review and explain a claimant's account. If unavailable at the time of a phone call, the Contractor shall call back a departmental representative on the next business day;
- 2.6.4 Provide special services for unique or emergent situations.

2.7 CONDUCTING SEMINARS

Provide lecture-workshop training sessions for County staff annually and as training needs are identified. Information will include but is not limited to:

- 2.7.1 Overview of the Federal-State unemployment insurance system;
- 2.7.2 Main provisions of unemployment insurance law including explanation of California eligibility requirements;
- 2.7.3 The roles and responsibilities of the County and the EDD;
- 2.7.4 Management techniques that reduce unemployment insurance costs.

2.8 TRAINING COUNTY HEARING REPRESENTATIVES

Provide training for up to six (6) County employees as hearing representatives, not to exceed eight (8) hours of training.

2.9 TRANSITION RESPONSIBILITIES UPON TERMINATION

- 2.9.1 Upon termination of the contract, the Contractor shall cooperate with the County to the end stated effective date of the termination in an orderly transfer of administrative responsibilities and records to the County or its representatives. Specifically, the Contractor will provide the same information and services as stated in this Subsection 2.9.

2.9.2 In the event that the County elects not to renew this contract at the end of its term, or otherwise terminates the contract for default, convenience or insolvency, the Contractor agrees to cooperate in the transition to the new TPA in accordance with the following terms:

2.9.2.1 In the event the County elects to contract with a new TPA, the Contractor will fully cooperate with the County and the new TPA in making the transition. The Contractor will provide documents and computer files as described in this Subsection 2.9.2 and generally assist the new TPA and the County in learning the content of such documents and files, or otherwise as will be mutually agreed upon between the Contractor and the County.

2.9.2.1.1 Data requirements of the County to affect this transition/conversion to a new TPA include, but are not limited to the following. File descriptions and narratives for all input and output files as will be mutually agreed to between the Contractor and the County will be made available. The Contractor agrees to provide, in hard copy and in easily transferable computerized format, all information that resides in the Contractor's computer files relating to County claimant accounts, including claimant account history that the County reasonably requires for the transition and for the permanent records of the County.

2.9.2.1.2 Subcontracted procedures or third-party agreements shall be fully documented by the Contractor.

2.9.2.2 To the extent Contractor has developed and provided County with computer systems, programs and data files for the County's sole use, in the event the County elects to perform the administrator function itself, the Contractor shall provide duplicate computer systems, programs and data files to the County for the proper administration of the UIP until such time as the County shall secure or acquire computer systems and programs to perform the administration itself, provided however, the right to use the Contractor's systems, programs and related documentation shall exist for a period not to exceed twelve (12) calendar months following termination of this

contract, and provided further that such programs shall continue to be the property of the Contractor and the County shall not permit any other utilization of such systems and programs. The Contractor shall also train and otherwise assist any County personnel in operating the computer systems. Hourly fees and non-labor expenses will be charged at commercially reasonable rates to the County for the Contractor's assistance in training and assisting County personnel in operating the system, and for developing and providing any and all systems, programs, file documentation and operating procedures requested by the County in connection with the use of the Contractor's computer systems and programs.

2.10 REPORTS AND INFORMATION UPON TERMINATION

In the event that this contract is terminated or is not renewed after the stated contract term, and without regard to whether a new TPA is selected or the County elects to assume the UIP administration directly, the following account related materials, services and/or data will be provided by the Contractor to the County:

2.10.1 Complete final administration and management reports for the UIP including the latest activity by each claimant as specified in Subsection 2.5 – Administration and Management Reports of this SOW.

2.10.2 A listing of any items requiring adjustments/correction as of the contract termination date.

2.11 COUNTY UI CLAIMS ACCOUNT NUMBER

Effective January 1, 1997, EDD issued an account number (932-0440-2) for County UI claims.

Contractor's records and reports shall reflect the account number and claims activity of each of the County agencies.

2.12 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated

in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following nonperformance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s) as determined by the County, shall be credited to the County on the Contractor's future invoice.

This Subsection does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Subparagraph 10.41 – Termination for Convenience.

EXHIBITS TO STATEMENT OF WORK

EXHIBIT A1 CONTRACT DISCREPANCY REPORT

EXHIBIT A2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT DISCREPANCY REPORT**TO:****FROM:****DATES:****Prepared:****Returned by Contractor:****Action Completed:****DISCREPANCY PROBLEMS:**_____
Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):**_____
Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**_____
Signature of Contractor Representative_____
Date**COUNTY ACTIONS:****CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 4.0 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$500 per occurrence
Contract: Subparagraph 10.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Subparagraph 10.38	Inspection of files	\$500 per occurrence
Contract: Subparagraph 10.39 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work	Inspection & Observation	\$500 per occurrence; possible termination for default of contract
SOW: Subparagraph 2.2 – Claims Administration	Contractor shall monitor all claims received as specified in Subsection 2.2	Provide number of monthly claims & number of resolved claims timely.	\$500 per occurrence; possible termination for default of contract
SOW: Subparagraph 2.2 – Claims Administration	Contractor shall present County's case at all hearings as specified in Subsections 2.2.6 and 2.2.7	Provide number of monthly hearings and win/loss ratio.	\$1,000 per occurrence; possible termination for default of contract

SOW: Subparagraph 2.3 – Cost Validation	Contractor shall audit EDD quarterly benefit charge notices, resolve any errors, and prepare a quarterly auditing report on time	Receipt of quarterly report summarizing auditing process	\$500 per occurrence; possible termination for default of contract
SOW: Subparagraph 2.4 – Record Keeping	Contractor shall provide record keeping tasks as specified in Subsection 2.4	Inspection of files	\$500 per occurrence; possible termination for default of contract
SOW: Subparagraph 2.5– Administration and Management Reports	Contractor shall provide all administration and management tasks as specified in Subsection 2.5	Inspection & Observation Receipt of reports/manual on time	\$500 per occurrence; possible termination for default of contract
SOW: Subparagraph 2.5.15– Administration and Management Reports	Contractor shall provide timely news bulletins as specified in Subsection 2.5.15	Receipt of news bulletins	\$500 per occurrence; possible termination for default of contract
SOW: Subparagraph 2.6– Departmental Service	Contractor shall provide services to County departments as specified in Subsection 2.6	Receipt of Department's complaint	\$500 per occurrence
SOW: Subparagraph 2.7 – Conducting Seminars	Contractor shall provide training sessions for County staff annually and as needed	Receipt of training Schedule	\$500 per occurrence
SOW: Subparagraph 2.8 – Training County Hearing Representatives	Contractor shall provide training for County staff as specified in Subsection 2.8	Receipt of training Schedule	\$500 per occurrence

EXHIBIT B
FEE SCHEDULE

The annual fee to be paid to EWS for the Service to be rendered under this contract for Client shall be \$22,063.00 per year payable in equal monthly installments of \$1,838.58. This fee is inclusive for all unemployment claims, hearings, auditing, reporting, and training services.

EXHIBIT C
CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT D

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Lisa M. Garrett
Title: Director of Personnel
Address: 500 West Temple Street, Room 579
Los Angeles, CA 90012
Telephone: (213) 974-2406 Facsimile: (213) 621-0387
E-Mail Address: ecarrillo@hr.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Eliza M. Carrillo
Title: Senior Human Resources Manager
Address: 3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010
Telephone: (213) 738-2255 Facsimile: (213) 637-0832
E-Mail Address: ecarrillo@hr.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Mary Gilmore
Title: Principal Analyst, HR
Address: 3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010
Telephone: (213) 738-2192 Facsimile: (213) 637-0821
E-Mail Address: mgilmore@hr.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: TALX CORPORATION, PROVIDER OF EQUIFAX WORKFORCE SOLUTIONS

CONTRACT NO: _____

CONTRACTOR PROJECT DIRECTOR:

Name: Steve Dainard
Title: Client Relationship Manager
Address: P.O. Box 583
Carmichael, CA 95609
Telephone: 314-214-7776
Facsimile: 888-665-3299
E-Mail Address: steven.dainard@equifax.com

CONTRACTOR PROJECT MANAGER:

Name: Steve Dainard
Title: Client Relationship Manager
Address: P.O. Box 583
Carmichael, CA 95609
Telephone: 314-214-7776
Facsimile: 888-665-3299
E-Mail Address: steven.dainard@equifax.com

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name: Kristin Harty
Title: Vice President-Sales Operations
Address: 11432 Lackland Road
St. Louis, MO 63146
Telephone: 314-214-7174
Facsimile: 314-983-3255
E-Mail Address: Kristin.harty@equifax.com

Notices to Contractor shall be sent to the following:

Name: Steve Dainard
Title: Client Relationship Manager
Address: P.O. Box 583
Carmichael, CA 95609

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or
 - 3. A purchase made through a State or Federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Executive Office, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The Chief Executive Office shall be responsible for the administration of this chapter. The Chief Executive Office may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the County Department Head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten (10) or fewer employees during the contract period; and
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

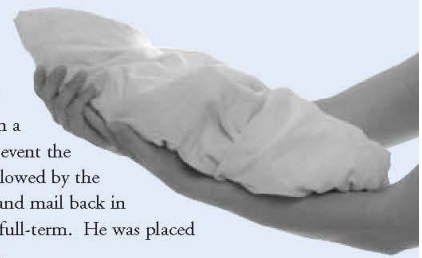
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT I

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for <u>Unemployment Insurance Claims Administration Services</u>		

The Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

APPENDICES

APPENDIX A	DEFAULTED PROPERTY TAX REDUCTION PROGRAM
APPENDIX B	IRS NOTICE 1015

Title 2 ADMINISTRATION

Chapter 2.206

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION

Chapter 2.206

DEFAULTED PROPERTY TAX REDUCTION PROGRAM**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor;
- 3. A purchase made through a State or Federal contract;
- 4. A contract where State or Federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

Title 2 ADMINISTRATION

Chapter 2.206

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

IRS NOTICE 1015

Obtain latest version from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,382 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 205991